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PART B – PARK REQUIRED CONCESSIONER RESPONSIBILITIES

1) Concessioner Responsibilities

A) General

The Concessioner must perform all preventative and routine Facility Management activities in all Concession Facilities. The Concessioner must correct any deficiencies and complete this work on a timely basis to achieve the basic goals described in the most current concession management guidelines, relative to all services required and authorized under the Contract.

(1) *Standards of Performance for Facility Management*

- (a) The Concessioner must conduct all Facility Management activities in compliance with NPS standards, DOI and NPS Asset Management Plans, manufacturer recommendations and/or specifications and all Applicable Laws. In the event of a conflict between DOI/NPS Asset Management Plans, Applicable Laws and the manufacturer's specifications, Applicable Laws must prevail.
- (b) The Service approves equipment, materials, installations and procedures relating to structural fire prevention, protection and response. The Service will resolve any conflicts between codes or standards.

(2) *Environmental Practices*

The Concessioner must conduct maintenance activities in a manner that has minimal environmental impacts.

(a) Preventive Maintenance

The Concessioner must utilize preventive maintenance to prevent environmental impacts before they occur.

(b) Energy and Water Conservation

The Concessioner must maximize implementation of energy and water conservation strategies where economically and technically feasible and appropriate for operations and maintenance activities under this Contract

(c) Equipment and Materials

Where feasible and available, the concessioner must use products or materials that are less toxic, contain post-consumer recycled content, are naturally or minimally processed products, and use other materials that have additional environmentally preferable attributes. The concessioner must minimize use of hazardous chemicals in its operations.

(d) Contractors

The Concessioner must encourage companies and businesses it does business with to provide cleaner technologies and safer alternatives to toxic and hazardous materials and to develop innovative technology.

(e) Purchasing

The concessioner must purchase environmentally friendly cleaners and other products whenever appropriate.

(f) Sustainable Design

The Concessioner must incorporate sustainable design practices to the maximum extent practical. These practices must be consistent with the current Service guidelines, including but not limited to, National Park Service Guiding Principles of Sustainable Design (September 1993) and other approved guidance as provided to the Concessioner.

(g) Universal Design.

The Concessioner must incorporate universal design practices to the maximum extent practical.

B) Environmental and Cultural Compliance

Many of the Facility Management activities conducted by the Concessioner are subject to compliance processes under the National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA) and

other laws that allow the Service to ensure that all activities within the Area meet the requirements of Applicable Laws for natural and cultural resource protection.

- (1) *Exceptions:* The Concessioner may conduct Facility Operations and certain Facility Maintenance (as agreed to by the Service and Concessioner) without further environmental and cultural compliance.
- (2) *Categorical Exclusions:* Some activities are covered by categorical exclusion that require documentation by the Service under current Service policy.

If any exceptions to categorical exclusions under current Service policy apply, then an environmental assessment must be undertaken at the expense of the Concessioner, under the direction, and with the ultimate approval, of the Service.

C) Personal Property

(1) Concessioner Owned Personal Property

- (a) *Required personal property.* To fulfill the required services of the Draft Contract, the Concessioner must have oversnow vehicles (OSVs) for its transportation events and operate a skiers camp, which provides Rustic Lodging. This classification includes a broad range of facilities from huts and dormitories to canvas tents that may be easily accessible or require guests to hike on foot or other means to get to the facilities.

- (1) Facilities have very limited improvements. The most basic accommodations in this classification are differentiated from camping in that a lodging structure is provided.
- (2) Public Spaces - A dedicated central area with limited room and sparse furnishings.
- (3) Rooms - The overall appearance and feel of the space is utilitarian. The rooms must be heated. Basic bed structures must be provided as well as linens and bedding. In addition to a dining and gathering room, the Concessioner must provide a small kitchen area where guides (concession employees) prepare food for guests.
- (4) Bathrooms and showers– Bathroom and shower facilities may be individual, shared, or centrally located. They are utilitarian with no need for decorative elements.
- (5) Utilities – The Concessioner must provide:
 - limited electricity via solar, battery, or generator.
 - potable water for showers, drinking, dishwashing and food preparation.
 - install and maintain temporary above ground holding tanks for the waste water.

- (b) *Personal Property Replacement Plan.* No later than 60 days after execution of the contract, the Concessioner must provide the Service for review and approval with its personal property replacement plan -- a proposed personal property replacement plan for the first three years of operation that outlines obsolete or outdated personal property, or purchase of new or additional appropriate property and a schedule for replacement of the property. The personal property replacement plan must include oversnow vehicles (OSVs) and components or wholesale replace of the temporary facilities at the skiers camp: bathroom and shower facilities, kitchen, waste water tanks, dining/gathering room, and sleeping facilities. This plan must include:

- the specifications
- estimated date of replacement
- estimated replacement cost
- expected life of replacement property

- (c) The Concessioner is responsible for supplying materials and obtaining all required permits, such as from the Wyoming Department of Environmental Quality. The Concessioner is required to submit plans for these facilities to the Service prior to installation and permitting. The above ground tanks must be sized to handle an entire winter season. The tanks must be pumped and disposed of outside the Area once the roads are open to wheeled vehicle traffic. The concessioner must have a written approval letter from an approved source to dispose of the wastewater.
- (2) The Concessioner must provide, install, and maintain all components of the temporary facilities at the skiers camp.

D) Facility Maintenance Standards**(1) Qualified Personnel.**

- (a) The Concessioner must employ qualified personnel, as defined by Applicable Laws, to perform all Facility Management activities.
- (b) All personnel conducting Facility Management activities must have the appropriate skills, experience, licenses (as applicable), and certifications (as applicable) to conduct such work.
- (c) The Concessioner must complete all Facility Operations, Facility Maintenance, and Replacement in accordance with Service specifications, industry standards, and applicable manufacturer's guidelines.
- (d) *Access to Concession Facilities:* The Superintendent or designated representatives must have access to all concession facilities in the Park to conduct evaluations and other required inspections.

(2) Interior

- (a) The Concessioner must ensure that all interior spaces are clean, properly illuminated, and well maintained.
- (b) The Concessioner must maintain walls and ceilings free of tears and stains, with a fresh appearance. Windows must be clean and unbroken. Floors must be clean, free of litter and stains.
- (c) The Concessioner must maintain interior lighting as appropriate for its use.
- (d) Public toilet and shower areas must be clean, odorless, litter-free, well-illuminated, ventilated, and maintained. Toilet tissue, towels, and soap must be provided. Toilet tissue must be of good quality and conveniently located. Walls, floors, ceilings, windows, mirrors, waste receptacles, chairs, and other furnishings must be clean, mildew free, and well-maintained.
- (e) Shower stalls and enclosures, including floors, walls, ceilings, doors, and attachments must be clean, well-maintained, ventilated, and free of litter, mildew and offensive odors. Shower floors must be equipped with either a non-slip mat or constructed with non-skid surfaces or strips that are securely fastened, clean, free of mildew, and untorn.
- (f) Toilets, sinks, faucets, tissue dispensers, mirrors, towel racks, light fixtures, etc. must be clean, unpitted, and free of cracks.
- (g) Towels and face cloths are to be good quality, good condition, and clean. There must be at least one large bath towel and face cloth per person. Soap must be individually wrapped or obtained from a soap dispenser.
- (h) All furniture should be commensurate with the size of the area and its intended purpose, present a well-organized and uncluttered appearance, be in good repair, and adequate for the visitor's comfort.

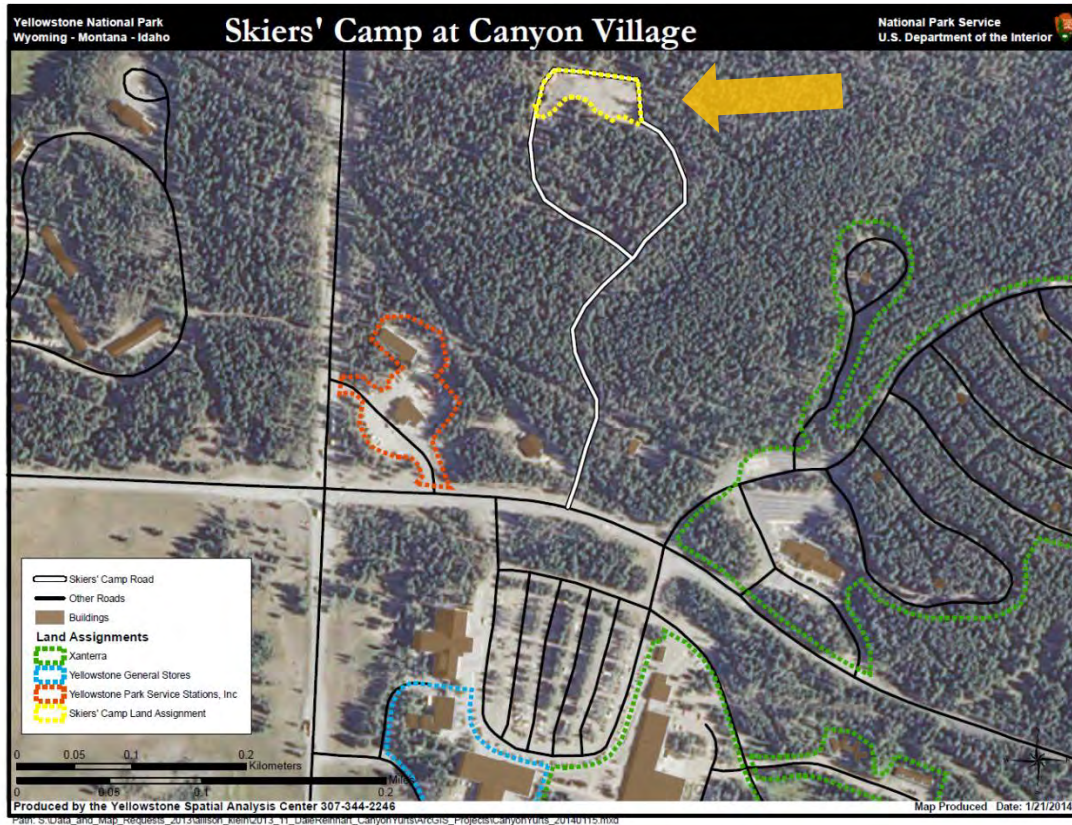
(3) Exterior

- (a) The Concessioner must maintain the structural integrity of Concession Facilities, including performing the following activities.
- (b) The Concessioner must prevent the entering of wildlife.
- (c) The Concessioner must inspect platforms and exterior walls on an annual basis to ensure they are structurally sound, and perform necessary maintenance or replacement.
- (d) The Concessioner must develop exterior lighting to provide minimum necessary lighting for nighttime walking in Concession Facilities.
- (e) Grounds will be well-maintained, properly illuminated, uncluttered, and free of litter and debris.
- (f) The concessioner will provide an effective system for the collection and disposal of garbage and trash within its area of responsibility at the facilities. Waste should not accumulate in containers to the point of overflowing. Receptacles should be conveniently located, and in sufficient quantity to handle the needs of the camp. Receptacles should be covered, waterproof, and animal-proof. The Concessioner must ensure that food storage and bear safety regulations are adhered to throughout entire season. In particular, late winter season and early spring bear activity requires that the concessioner must use proper food and garbage storage.

- (g) The concessioner will provide containers for recycling items that are recyclable through the pathways currently available in the area.

E) Ski Camp Requirements

- (1) The Concessioner must provide the Service, no later than 60 days after execution of the contract with its opening and closing schedule and procedures for camp assembly and disassembly.



- (2) The skiers camp is located in a forest clearing, at one time a contractors' camp, located near the Canyon Village Junction.
- (3) *Winter Re-opening*
- The Concessioner must conduct all activities required to set up the Concession Facilities for the winter season.
 - The Concessioner must coordinate its opening activities with the Concessions Management Division of the Area.
 - The Concessioner must provide all necessary and appropriate winter keeping for the Concession Facilities. The Concessioner must remove snow and ice when accumulation threatens to damage structures or to injure persons.
- (4) *Spring preparation*
- The Concessioner must disassemble the skiers camp as soon as wheeled access is allowed in the Area. This usually occurs in the first week of May.
 - The Concessions Management Office may allow, upon request, some on-site storage over the summer season.

2) Reporting Requirements

The following chart summarizes the plan and reporting dates established by Parts A, B and C of this Maintenance Plan.

Title	Schedule	Due Date	Reference
Personal Property Replacement Plan	Initial	Within 60 days from effective date of Contract	Part B 1)C)(1)(a)
Personal Property Report	Annual	August 15	Part A 6)
Opening and closing schedule and procedures for camp assembly and disassembly	Initial and Annual	Within 60 days from effective date of Contract and July 1, annually	Part B 1(E)